

SL

DV

AFFILIATION AGREEMENT

This Agreement dated January 24, 2025 is between TEXAS STATE UNIVERSITY (TEXAS STATE), acting through its Department of Health and Human Performance, and Texas Juvenile Justice Department (TJJJ). TEXAS STATE and TJJJ herein may be referred to individually as a “Party” and collectively as the “Parties.” In this Agreement all clinical training, fellowships, internships, preceptorships or field experiences will be referred to as “clinical education experiences” that TEXAS STATE students participate in. In consideration of the mutual promises herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

1.01 Term: This agreement is for a term of five (5) years and shall commence on January 24, 2025 and continue for five (5) years, unless terminated early by either Party’s giving one (1) month’s written notice to the other.

1.02 Early Termination: If either Party terminates this Agreement before the expiration date shown in the preceding paragraph, TJJJ will not be required to provide any clinical education experiences for students who enroll in a Health and Human Performance major after the date of the notice of termination. However, if early termination does occur, TJJJ agrees to permit students already assigned for clinical education experiences at TJJJ to fully complete the clinical education experience.

2. DUTIES OF TJJJ

2.01 Use of TJJJ Facilities: In order that students may obtain practical clinical education experiences as a part of their educational studies at TEXAS STATE, TJJJ will permit students enrolled in the College of Education at TEXAS STATE to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by TJJJ. TJJJ retains the right to accept or reject any proposed student at any time without cause.

2.02 Duties and Activities: The Parties’ representatives will work together to determine the specific clinical education experience that TEXAS STATE students will perform. The Parties may add additional programs to the Agreement by revising Addendum A.

2.03 Equipment Provided by TJJJ: TJJJ will provide and maintain (or cause to be provided and maintained, if appropriate) such facilities, equipment and supplies, as it deems necessary for the students’ performance of their clinical education experience activities under this Agreement. Students will need to complete TJJJ Data Security agreement if they are provided any TJJJ owned equipment for use and/or given access to TJJJ databases. Attachment 1

2.04 Safety Training, Equipment, and Orientation Provided by the TJJJ: TJJJ, as it deems necessary and proper, shall make available the necessary safety training, equipment, and supplies. TJJJ shall also provide orientation for the students on TJJJ’s required policies and procedures. Orientation is mandatory before a student may begin the clinical education experience.

2.05 Student Health Needs: TJJD is not required to provide health services to TEXAS STATE students or faculty members who supervise their clinical education experiences under this Agreement except in emergency situations. The student or faculty member requiring emergency care is responsible for paying the costs associated with providing such care.

2.06 No Employer-Employee Relationship: TEXAS STATE students subject to this Agreement will perform their clinical education activities as part of their academic requirements in the College of Education at TEXAS STATE. Consequently, no compensation or payment of any kind is due such students by TJJD and there is no employer-employee relationship between TJJD and the student during the clinical education experience. Conversely, TJJD will not charge such students or TEXAS STATE any fee or other amount for the use of its facilities, equipment, library, or supplies under this Agreement.

2.07 Educational Support: TJJD has the option to support the clinical education activities of TEXAS STATE students through a financial stipend or other types of subsidies for housing, parking, or meal costs. Such support is for the purpose of supporting the clinical education and will not constitute an employer-employee relationship between TJJD and the student. Such support, if any, will be paid directly to the student.

2.08 Student Supervision: TEXAS STATE students completing clinical education experiences in TJJD shall be subject to supervision by TJJD's staff at all times. The supervision will follow the appropriate professional guidelines and jurisdictional regulations established for the health care profession for which the student has been assigned.

3. DUTIES OF TEXAS STATE

3.01 Supervision: TEXAS STATE will be responsible for assignment, evaluation, counseling and guidance of students assigned to TJJD. Each Department or Program within the College of Education will provide a faculty or staff member to supervise the clinical education experiences for its students and as appropriate for that profession. The Schools, Departments and Programs, as well as a faculty representative for each are identified in Addendum A.

3.02 Salaries of Instructors: The salaries and expenses of regular TEXAS STATE faculty members will be paid by TEXAS STATE and there will be no employer-employee relationship between the TJJD and TEXAS STATE faculty members.

3.03 Joint Appointments: The Parties agree that employees of TJJD may hold joint appointment serving as unpaid members of TEXAS STATE faculty. Likewise, employees of TEXAS STATE may hold unpaid positions with TJJD, as permitted by TJJD's policies and appropriate By-Laws. Consent of the primary employer is required prior to finalizing the joint appointment.

3.04 Consultant Services: TEXAS STATE faculty members may, at their option, and to the extent that it does not interfere with their duties at TEXAS STATE, provide in-service education and serve on committees of TJJJ, without charge to TJJJ, when requested by TJJJ. TJJJ may, at its own discretion, provide payment for consultative services.

3.05 Schedules: TEXAS STATE will provide TJJJ with the appropriate schedules indicating the time period during which the students are expected to perform their clinical education experience activities at TJJJ.

3.06 Students' Records: TEXAS STATE will maintain student records to meet accepted educational and professional accreditation standards.

3.07 Student Assignment: In cooperation with TJJJ, TEXAS STATE will arrange for student assignments at TJJJ to complete clinical education experiences required by the health care profession.

3.08 Policies and Procedures: TEXAS STATE will require students to abide by all policies and procedures of the College of Education, the School, Department, or Program for which they are completing the clinical education experience, and all students to abide by all the policies and procedures of TJJJ. The basic education for compliance with HIPAA will be the responsibility of the School, Department, or Program and will be completed prior to the student's assignment to TJJJ.

3.09 Professional Liability Insurance: TEXAS STATE will require all students enrolled in a College of Education major to purchase professional liability insurance under a blanket policy in the minimum amount of \$1,000,000 per claim/\$3,000,000 in the aggregate prior to participating in clinical education experiences. This blanket policy will also cover TEXAS STATE faculty members who provide academic or clinical teaching under this agreement. TEXAS STATE will furnish a copy of this policy to TJJJ upon request.

3.10 Immunization Requirements: TEXAS STATE will require all students participating in clinical education experiences involving patient contact or exposure to patient specimens to submit a health report to their appropriate department or program chair. A Licensed Health Care Provider must complete the health report, which will indicate completion of immunizations for mumps, measles, rubella, tetanus, diphtheria, pertussis, a chest x-ray or TB test (PPD), varicella, the Hepatitis B vaccine series, and proof of annual Flu Shot/H1N1 (Addendum B). TEXAS STATE's department or program will maintain these records and furnish them to TJJJ upon request. The program may be requested to provide a Health Certificate completed by a licensed health care provider (Addendum C) by TJJJ.

3.11 Infection Control Training: TEXAS STATE agrees to provide students who may be involved in patient care with comprehensive infection control training, including bloodborne pathogens, prior to rotation at TJJJ.

3.12 Criminal Background Check: Criminal background checks of students are required by TJJD and TEXAS STATE shall notify students of this requirement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks. Criminal background check results will be provided to TJJD for TJJD's review after obtaining an authorization and release from the student. TJJD may disqualify any student from participation with TJJD in the event of an adverse report.

3.13 Drug Testing: TEXAS STATE will inform students that TJJD may require drug testing for all students, at the student's expense.

3.14 Employment Verification: TEXAS STATE will inform students that TJJD may require employment verification for all students, at the student's expense.

3.15 Student Orientation: Ensure that all TEXAS STATE staff and students who will have access to TJJD facilities complete all of the appropriate on-board procedures for access to TJJD facilities and youth.

3.16 Removal of Access to TJJD Facilities: Remove a student from the clinical education experience if TEXAS STATE or TJJD determines that the student has violated the rules and regulations of TJJD or TEXAS STATE; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by TJJD or threatens the safety of TJJD personnel or youth.

4. CASE RECORDS AND HISTORIES

4.01 Property of TJJD: All case records, case histories and regular files concerning patients at TJJD or parties consulted; interviewed or cared for by the TEXAS STATE students pursuant to this Agreement shall belong to and remain the property of TJJD.

4.02 Confidentiality: All TEXAS STATE students and faculty members will agree to maintain the confidentiality of TJJD records to which they might have access, in accordance with TJJD's policies and state and federal laws.

5. MISCELLANEOUS

5.01 Non-Discrimination: In their execution of this Agreement, the Parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. The Parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status. Any breach of this covenant may result in termination of this Agreement.

5.02 Texas Law to Apply: This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.


5.03 Relationship of Parties: No services are being provided to TJJD by TEXAS STATE pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.


5.04 Only Agreement: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreements between Parties respecting the within subject matter.

EXECUTED on the day and year first above written.


Facility Name: Texas Juvenile Justice Dept.
Address: 1801 N Congress Ave
City, State, Zip: Austin TX 78701

Texas State University – Department of
Health and Human Performance
601 University Drive
San Marcos, Texas 78666

By: 
Printed Name: Shandra Carter
Title: Executive Director
Date: 3/31/25

By: 
Printed Name: Ron Williams, PhD, CHES
Title: Chair, Dept. of HHP
Date: 03/03/2025

By: _____
Printed Name: _____
Title: _____
Date: _____

By: 
Printed Name: Michael P. O'Malley, Ed.D.
Title: Dean, College of Education
Date: 03/03/2025